



## MUSIC PUBLISHING CATALOG LICENSE

This agreement ("**Agreement**") is entered into as of May 1st, 2022 by and between Lickd Limited, 114A Cromwell Rd., Kensington, London SW7 4ES, UK (collectively along with its affiliates and subsidiaries, "**Licensee**"), and TSUNAMI FLOW (collectively along with its affiliates and subsidiaries, "**Licensor**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS Licensee has developed a proprietary web-based application (the "**Platform**") to facilitate the licensing of sound recordings and musical compositions to creators ("**Creators**") for use in audio and audio-visual content ("**Creations**") for distribution and/or performance through (a) social video platforms (including without limitation Facebook, Instagram, YouTube, and similar platforms) and (b) podcast platforms (collectively "**Licensed Media**"); and

WHEREAS Licensor owns or controls in whole or in part a catalog of musical compositions (individually, and collectively, the "**Composition(s)**") and wishes to license the rights in the Compositions described in Section 1 of this Agreement to Licensee so that Licensee may sublicense such rights, via the Platform, to Creators for use in Creations via Licensed Media;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. **Grant of Rights:**

(a) Licensor hereby grants to Licensee the non-exclusive and irrevocable right and license, during the Term and within the Territory, to: (i) reproduce, distribute, communicate to the public, make available, exploit in audio and audio-visual content, and publicly perform by means of the Platform any or all of the Compositions that may be included in Licensor's catalog from time to time during the Term, so that users of the Platform may listen to and/or review sound recordings of such Compositions and/or download such sound recordings; (ii) sublicense to third-party Creators (such Creators, individually and collectively, "**Sublicensees**") the non-exclusive right to exercise any or all of the rights in such Compositions described in subsection (i) of this sentence in conjunction with Creations via Licensed Media (each such sublicensed

Composition a “**Sublicensed Composition**,” and each such sublicensed use a “**Sublicensed Creation**”); and (iii) to use on the Platform, and in connection with promotion of the Platform, and to grant the right to its Sublicensees to use, in connection with any Sublicensed Creation, any names, artwork, data and/or content relating to such Compositions including, without limitation, biographical information supplied by or on behalf of Licensors to Licensee in connection with this Agreement (“**Artist Materials**”).

(b) Licensors agree that any Sublicensee may adapt, alter, and/or edit (collectively “**Adapt**”) any Sublicensed Composition (and, in so doing, will not be obliged to use the Sublicensed Composition as a whole or in its entirety) provided that any such Adaptation will not fundamentally diminish the recognizable character of the Composition or part of the Composition and will not be in any way derogatory of Licensors or the writers of the Compositions.

(c) Licensee will not knowingly sublicense a Composition to any Creator whose content is reasonably likely to promote tobacco use, a political position, religion, firearms, the military, charities, or pornography (individually, and collectively, “**Excluded Creators**”), without the prior written consent of Licensors. Licensee will make Creators aware of such restrictions through terms and conditions displayed on the Platform.

## 2. **Royalties:**

(a) Licensee will pay Licensors its pro-rata share of twenty-seven and one-half percent (27.5%) of Net Revenue (the “**Royalty**”) where “**Net Revenue**” is equal to the gross revenue received by Licensee in connection with exploitation of the Sublicensed Compositions under this Agreement and recognized by Licensee according to GAAP less only: (i) any applicable sales tax and/or value-added tax or the equivalent; and (ii) all reasonable third party costs paid or properly incurred by Licensee in connection with such exploitation, including without limitation the fees of integrated billing providers (e.g. PayPal) or out of pocket third-party royalty or fee from multi-channel networks and/or companies managing the administration rights in the applicable Licensed Media on behalf of Licensors.

(b) Licensors acknowledge that Licensee may (but shall not be obligated to) undertake promotional and marketing activities to incentivize greater use of and engagement with the Platform. In connection with such activities, a Creator may, in a single instance upon establishing a single new customer account on the Platform, sublicense one (1) Sublicensed Creation at no charge or at a reduced price (a “**Promotional Use**”), and in such instance Licensee will pay Licensors its pro-rata share of fifteen percent (15%) of Net Revenue for any Composition embodied in such sound recording rather than the Royalty described in subsection (a), above. For the sake of clarity, the decision whether to engage in a Promotional Use involving a sound recording embodying a given Composition shall be at the discretion of such Creator.

(c) For the avoidance of doubt, Licensors shall not be due any royalty or fee in connection with Artist Materials.

## 3. **Payment and Accounting:**

(a) Accountings: Licensee or its agent will calculate and pay any royalties due hereunder to Licensors quarterly, within forty-five (45) days after the end of each calendar quarter of the Term, and will provide accounting statements in connection therewith whenever such royalties have been accrued. Such statements will include the data reasonably necessary to verify the calculations of the royalties paid or payable for the applicable calendar quarter. All royalty payments will be in U.S. Dollars payable to Licensors by check sent to the Licensors's address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensors to Licensee (or Licensee's agent), or sent to Licensors via electronic or other means if both Parties have agreed and are able to process such payments, provided the royalties due to Licensors for the applicable accounting period are equal to or greater than Fifty Dollars (\$50) (the "**Minimum Amount**"). Where the balance due to Licensors falls below the Minimum Amount, such balance will roll over to successive accounting periods until such time as the Minimum Amount is reached, at which time Licensee will make payment to Licensors in accordance with this provision. Licensors acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing royalty statements and payments to Licensors pursuant to this Agreement and agrees that Licensee or such agent (as the case may be) may collect and process such personal data of the Licensors as is necessary for such purpose. Royalty statements will be made available to Licensors via Licensors's web account with Music Reports, Inc. for each period in which licensed activity occurs.

(b) Adjustments: If the royalties payable to Licensors for a given accounting period are subsequently determined by Licensee or its agent to be less or greater than the amount already accounted or paid to Licensors for that accounting period, then Licensee or its agent will make an accounting adjustment accordingly as promptly as commercially practicable, and the corresponding debit or credit will be reflected on the next royalty statement prepared after such adjustment is made. Such statement will be accompanied by a "true-up" payment if any credit is due, provided the royalties due to the Licensors have reached the Minimum Amount.

(c) Audits: Licensee will maintain books and records concerning the use of Compositions during the Term. Licensors will have the right, upon ninety (90) days notice to Licensee, to designate an independent certified public accountant on Licensors's behalf, who will not be retained on a contingency basis, to examine such books and records as they relate to the use of the Compositions and fulfillment of Licensee's obligations under this Agreement, solely for the purpose of verifying the accuracy of accountings hereunder. Such examinations will be conducted at Licensors's sole cost and expense, no more than once in any twelve-month period nor more than once with respect to any single quarterly statement. Such audit will be conducted at Licensee's headquarters during Licensee's normal business hours and in such manner so as not to unreasonably disrupt Licensee's business, and will be completed promptly. Licensors acknowledges that Licensee's books and records as well as the books and records of Licensee's agent(s) contain confidential information, and Licensors represents and warrants that neither Licensors nor any person or entity acting under Licensors's authority will use or divulge confidential information from such books and records except for the specific purpose described in this Section 3(c).

(d) Audit Restrictions: Each royalty accounting statement hereunder will be binding and not subject to any objection unless Licensor sends Licensee written notice specifying such objection within two (2) years after the date the statement is required to be rendered hereunder (and each statement will be deemed rendered on time unless Licensor notifies Licensee to the contrary no later than sixty (60) days after the date on which the statement is required to be rendered). Licensor may not commence any legal action against Licensee in respect of any accounting (or alleged failure to account) unless Licensor commences such legal action in a court of competent jurisdiction within two (2) years following the date the accounting is required to be rendered, and the scope of any such legal action will be limited to a determination of the amount of royalties, if any, payable to Licensor for the relevant quarterly accounting period. Licensor's sole remedy in connection with such legal action will be the recovery of the royalties Licensor is determined to be owed hereunder, if any.

4. **Term and Territory:**

(a) Term: This Agreement will commence as of the first day of the month during which Licensor electronically signs this Agreement and will continue for a period of three (3) years (the "**Initial Period**"), after which it will renew automatically for successive periods of one (1) year, each a "**Renewal Period**," unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the "**Term**."

(b) Termination: Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other not less than ninety (90) days prior to the conclusion of the then-current period of the Agreement. Without limiting any other remedy available at law or in equity, either party may also terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied prior to the date that is 30 days after written notice is provided to the breaching party specifying the breach to be cured. Neither Party will be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations under this Agreement unless the breaching Party fails to cure the breach within 30 days following receipt of notice thereof. Licensee will also have the right to terminate the Term upon notice to Licensor in the event that Licensee ceases to operate its Platform during the Term.

(c) Notwithstanding the foregoing, all Sublicensed Creations created during the Term that exist on third party platforms may remain available on such third party platform in perpetuity, subject to the takedown provisions in Section 5 below.

(d) Territory: The "**Territory**" of this Agreement will mean the World.

5. **Takedowns:**

At all times, Licensor will retain the right to issue a written notice to Licensee: (i) to require Licensee to remove any Composition from the Platform in the event of a bona fide dispute between Licensor and a writer or co-publisher as to the ownership of such Composition and further, to require Licensee to revoke any sublicense granted to a Sublicensee in connection with such Composition; (ii) to require Licensee to revoke any sublicense

granted to a Sublicensee in connection with such Composition; (ii) to require Licensee to revoke any sublicense inadvertently granted to an Excluded Creator; and (iii) to require Licensee to revoke a sublicense as to any Sublicensed Creation if it materially promotes tobacco use, a political position, religion, firearms, the military, charities, or pornography. Licensee will promptly, but in no event later than seven (7) days following receipt of such notice, remove the Composition from the Platform, in the case of subsection (i), above, and in any case inform Licensor or the company managing the administration of the applicable Licensed Media on behalf of Licensor of any Sublicensed Creations from Licensed Media. For the avoidance of doubt, Licensor shall be entitled to receive any Royalty earned prior to the removal of the Composition from the Platform or the revocation of any sublicense as described in this Section 5, with no obligation to reimburse Licensee for such Royalty. Licensor will not use the provisions of this Section 5 solely to seek to unilaterally terminate this Agreement.

6. **Representations and Warranties/Indemnity:**

(a) **Mutual Ability:** Each Party represents and warrants to the other that: it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) **Non-Infringement:** Licensor represents and warrants that Licensee's use of the Composition(s) as provided herein will not infringe the rights, including but not limited to the copyright and/or other intellectual property rights or contractual rights, of any third party during the Term. Licensor represents and warrants that no consent from any third party is required for the exploitation of the Compositions as agreed in this Agreement.

(c) **Indemnity:** Each Party hereto will indemnify and hold the other Party harmless from any third party claim, judgment, cost, or expense (including, without limitation, reasonable legal costs and attorneys' fees) arising out of a breach of such Party's representations or warranties hereunder.

7. **Miscellaneous:**

(a) **Addresses and Notices:** All notices hereunder must be in writing and will be deemed effective: (i) if provided by hand delivery, upon delivery; (ii) if provided by nationally recognized overnight courier, one (1) business day following the date sent; or (iii) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices will be delivered to the Parties at their respective addresses above or, in Licensor's case, at the address set forth on the Form W-9 or W-8BEN Licensor delivers to Licensee or Licensee's agent. Any notice to Licensee shall be marked to the attention of Paul Sampson, CEO.

(b) **Merger/No Oral Amendments:** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement, or waiver of any right hereunder, will be binding on either Party unless memorialized in a writing signed by the Party to be charged with such amendment or waiver.

(c) Force Majeure: Performance by either Party of its obligations hereunder will be excused in the event of any force majeure event rendering performance impossible or commercially impracticable.

(d) Assignment: This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party except that either Party may freely assign this Agreement (i) to any affiliated company (an affiliated company meaning any entity that directly or indirectly controls or is controlled by, or is under common control with, a Party) and (ii) in the event of a sale of all or substantially all of such Party's assets. This Agreement will be binding upon the Parties and their permitted successors and assigns.

(e) LIMITATION OF LIABILITY: EXCEPT FOR ANY CLAIM FOR INDEMNITY PURSUANT TO SECTION 6(c) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY AMOUNTS REPRESENTING ITS RESPECTIVE LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR RELATED ACTS OR OMISSIONS. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(f) Governing Law and Jurisdiction. If Licensor is domiciled in the United States of America, this Agreement will be governed by the laws of the United States of America and the State of New York, without giving effect to the conflict of laws principles thereof, and the Parties submit to the exclusive jurisdiction of the of the New York courts, state and federal, in relation to any dispute concerning this Agreement. If Licensor is domiciled outside of the United States of America, this Agreement will be governed by the laws of England and Wales, without giving effect to the conflict of laws principles thereof, and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute concerning this Agreement.

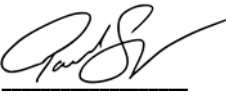
(g) Counterparts and Signatures: This Agreement may be executed in counterparts, all of which, when taken together, will constitute one and the same document. Facsimile or electronic signatures hereto will be deemed original for all purposes.

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(h) Severability: If any term of this Agreement is found to be legally invalid or unenforceable for any reason, all other terms of this Agreement will nevertheless remain in full force and effect.

**ACCEPTED AND AGREED:**

**LICKD LIMITED**

By: 

Name (printed): Paul Sampson

Title: CEO

**LICENSOR**

By: Hubert Maxwell

Name (printed): Hubert Maxwell

An Authorized Signatory